

BOIES, SCHILLER & FLEXNER LLP  
 RICHARD J. POCKER (NV Bar No. 3568)  
 300 South Fourth Street, Suite 800  
 Las Vegas, NV 89101  
 Telephone: (702) 382-7300  
 Facsimile: (702) 382-2755  
 rpocker@bsfllp.com

BOIES, SCHILLER & FLEXNER LLP  
 STEVEN C. HOLTZMAN (*pro hac vice*)  
 KIERAN P. RINGGENBERG (*pro hac vice*)  
 1999 Harrison Street, Suite 900  
 Oakland, CA 94612  
 Telephone: (510) 874-1000  
 Facsimile: (510) 874-1460  
 sholtzman@bsfllp.com  
 fnorton@bsfllp.com  
 kringgenberg@bsfllp.com

MORGAN, LEWIS & BOCKIUS LLP  
 THOMAS S. HIXSON (*pro hac vice*)  
 KRISTEN A. PALUMBO (*pro hac vice*)  
 One Market, Spear Street Tower  
 San Francisco, CA 94105  
 Telephone: 415.442.1000  
 Facsimile: 415.442.1001  
 thomas.hixson@morganlewis.com  
 kristen.palumbo@morganlewis.com

DORIAN DALEY (*pro hac vice*)  
 DEBORAH K. MILLER (*pro hac vice*)  
 JAMES C. MAROULIS (*pro hac vice*)  
 ORACLE CORPORATION  
 500 Oracle Parkway, M/S 5op7  
 Redwood City, CA 94070  
 Telephone: 650.506.4846  
 Facsimile: 650.506.7114  
 dorian.daley@oracle.com  
 deborah.miller@oracle.com  
 jim.maroulis@oracle.com

Attorneys for Plaintiffs  
 Oracle USA, Inc., Oracle America, Inc., and  
 Oracle International Corp.

SHOOK, HARDY & BACON LLP  
 B. TRENT WEBB (*pro hac vice*)  
 PETER E. STRAND (*pro hac vice*)  
 RYAN D. DYKAL (*pro hac vice*)  
 2555 Grand Boulevard  
 Kansas City, Missouri 64108-2613  
 Telephone: (816) 474-6550  
 Facsimile: (816) 421-5547  
 bwebb@shb.com  
 pstrand@shb.com  
 rdykal@shb.com

SHOOK, HARDY & BACON LLP  
 ROBERT H. RECKERS (*pro hac vice*)  
 600 Travis Street, Suite 3400  
 Houston, Texas 77002  
 Telephone: (713) 227-8008  
 Facsimile: (713) 227-9508  
 rreckers@shb.com

LEWIS AND ROCA LLP  
 W. WEST ALLEN (NV Bar No. 5566)  
 3993 Howard Hughes Parkway, Suite 600  
 Las Vegas, Nevada 89169  
 Telephone: (702) 949-8200  
 Facsimile: (702) 949-8398  
 Wallen@LRLaw.com

GREENBERG TRAURIG  
 MARK G. TRATOS (NV Bar No. 1086)  
 BRANDON ROOS (NV Bar No. 7888)  
 LESLIE GODFREY (NV Bar No. 10229)  
 3773 Howard Hughes Parkway  
 Suite 400 North  
 Las Vegas, NV 89169  
 Telephone: (702) 792-3773  
 Facsimile: (702) 792-9002  
 tratosm@gtlaw.com  
 roosb@gtlaw.com  
 godfrey1@gtlaw.com

DANIEL B. WINSLOW  
 RIMINI STREET, INC.  
 6601 Koll Center Parkway Suite 300  
 Pleasanton, CA 94566  
 Telephone: (925) 264-7736  
 dwinslow@riministreet.com

Attorneys for Defendants Rimini Street,  
 Inc., and Seth Ravin

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;  
ORACLE AMERICA, INC., a Delaware  
corporation; and ORACLE INTERNATIONAL  
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;  
AND SETH RAVIN, an individual,

Defendants.

Case No. 2:10-cv-0106-LRH-PAL

**STIPULATION AND [PROPOSED]  
ORDER REGARDING  
PEOPLESOFT LICENSE  
AGREEMENTS & EXPRESS  
LICENSE DEFENSE**

Plaintiffs Oracle USA, Inc., Oracle America, Inc., and Oracle International Corp.  
(collectively, “Oracle” or “Plaintiffs”) and Defendants Rimini Street, Inc. (“Rimini Street”) and  
Seth Ravin (“Ravin”) (together, “Rimini” or “Defendants”; together with Oracle, the “Parties”)  
jointly STIPULATE, through their respective counsel of record, as follows:

**I. PEOPLESOFT LICENSE AGREEMENTS**

1. For purposes of this action, the Parties agree and stipulate that the PeopleSoft  
license agreements for all of Rimini’s PeopleSoft customers have identical or similar language to  
the PeopleSoft license agreements for City of Flint (Oracle Trial Ex. 698) and School District of  
Pittsburg (Oracle Trial Ex. 699) construed by the Court in its February 13, 2014 order (Dkt. #  
474).

2. For purposes of this action, the Parties agree and stipulate that the PeopleSoft  
license agreements for all of Rimini’s PeopleSoft customers shall be governed by the license  
construction provided by the Court in its February 13, 2014 order (Dkt. # 474).

**II. RIMINI’S EXPRESS LICENSE DEFENSE AS TO PEOPLESOFT SOFTWARE**

3. For purposes of this action, and without waiving any right to challenge or appeal  
the Court’s prior decisions, Rimini will not pursue an affirmative defense of express license at  
trial for Rimini’s past copying of PeopleSoft software because the common provisions in the  
PeopleSoft license agreements for Rimini’s customers effectively preclude Rimini from

1 advancing an affirmative express license as to such past copying. Specifically, Rimini will not  
 2 dispute that no PeopleSoft license agreement authorized Rimini to create copies of Oracle's  
 3 PeopleSoft-branded software on Rimini's systems. (Dkt. # 474 at 11–13, 18–19). Further,  
 4 Rimini will not dispute that the license agreement of any particular customer did not authorize  
 5 Rimini to copy Oracle's PeopleSoft-branded software on behalf of any other customer. (Dkt. #  
 6 474 at 13).<sup>1</sup>

7 4. By declining to pursue an affirmative defense of express license at trial for  
 8 Rimini's past copying as to PeopleSoft software, Rimini does not waive any right to challenge or  
 9 appeal the Court's decisions, and all such rights are expressly reserved. Oracle similarly does  
 10 not waive any right to challenge or appeal the Court's decisions, and all such rights are expressly  
 11 reserved.

12 5. Nothing in the foregoing shall serve to preclude either party from offering  
 13 evidence regarding the PeopleSoft license agreements, subject to the Court's rulings, motions in  
 14 limine, anticipated *Daubert* motions and other pretrial issues.

15 6. Nothing in the foregoing shall preclude Rimini from pursuing license defenses for  
 16 other acts of alleged infringement, including Oracle's infringement claims based on Rimini's  
 17 copying of J.D. Edwards software and documentation; Oracle's infringement claims based on  
 18 Rimini's copying of Siebel software and documentation; and Oracle's infringement claims based  
 19 on Rimini's copying of documentation for PeopleSoft.

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 21  
 22  
 23  
 24  
 25 <sup>1</sup> The parties dispute additional constructions of the relevant license agreements. In addition,  
 26 Rimini disputes further aspects of the Court's license analysis not directly addressed by this  
 27 stipulation, including (by way of example and not limitation) the Court's conclusion that Rimini  
 28 agreed it is a "designate" under the relevant PeopleSoft licenses. (Dkt. # 474 at 18, fn 16). As a  
 result, the parties do not intend this stipulation to address all relevant license constructions, and  
 they reserve the right to raise remaining disputes with the Court and/or on appeal.

**SO STIPULATED AND AGREED.**

Dated: April 6, 2015

<b>SHOOK, HARDY &amp; BACON LLP</b>	<b>MORGAN, LEWIS &amp; BOCKIUS LLP</b>
By: <u>/s/ Robert H. Reckers</u>	By: <u>/s/ Thomas S. Hixson</u>
Robert H. Reckers Attorneys for Defendants Rimini Street, Inc. and Seth Ravin	Thomas S. Hixson Attorneys for Plaintiffs Oracle USA, Inc., Oracle America, Inc. and Oracle International Corporation

**ATTESTATION OF FILER**

The signatories to this document are Robert Reckers and me, and I have obtained Mr. Reckers's concurrence to file this document on his behalf.

Dated: April 6, 2015

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Thomas S. Hixson

Thomas S. Hixson  
Attorneys for Plaintiffs  
Oracle USA, Inc.,  
Oracle America, Inc. and  
Oracle International Corporation

**IT IS SO ORDERED.**

Dated: April \_\_, 2015

Larry R. Hicks  
United States District Judge